

A RESOLUTION BY

~~F. N. F. E. C.~~ LEGAL ADMINISTRATION COMMITTEE

01- R-1224

AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE GEORGIA INSTITUTE OF TECHNOLOGY RESEARCH INSTITUTE, IN AN AMOUNT NOT TO EXCEED \$44,139.00, TO PROVIDE FIRE COMPANY OFFICER TRAINING AND EVALUTATION VIRTUAL ENVIRONMENT FOR THE ATLANTA FIRE DEPARTMENT. ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER: 1A01 524001 W34002.

WHEREAS, the City's Atlanta Fire Department desires to enter into an Intergovernmental Agreement with the Georgia Institute of Technology Research Institute; and

WHEREAS, the Georgia Institute of Technology Research Institute is a public procurement unit; and

WHEREAS, pursuant to Sections 2-1602 and 2-1604 of the Procurement and Real Estate Code of the City of Atlanta, which authorizes cooperative purchasing agreements between governmental agencies and public procurement units, the City desires to have the Georgia Institute of Technology Research Institute to provide Fire Company Officer Training and Evaluation Virtual Environment; and

WHEREAS, the Chief of the Atlanta Fire Department and the Purchasing Agent of the Bureau of Purchasing and Real Estate have recommended that the Intergovernmental Agreement is executed.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee be and is hereby authorized to enter into an Intergovernmental Agreement with the Georgia Institute of Technology Research Institute in an amount not to exceed \$44,139.00.

BE IT FURTHER RESOLVED, that the Purchasing Agent of the Bureau of Purchasing and Real Estate be and is hereby directed to prepare an appropriate contractual agreement to be approved by the City Attorney as to form for execution by the Mayor.

BE IT FURTHER RESOLVED, that this contractual agreement shall not become binding on the City, and the City shall incur no liability upon same until contract has been executed by the Mayor and delivered to the contracting party.

BE IT FINALLY RESOLVED, that all services for said contract work shall be charged to and paid from Fund, Account and Center Number: 1A01 524001 W34002.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREGORY PRIDGEON



Commissioner's Signature



Director's Signature

Originating Department: Purchasing

Contact Person: Felicia Strong-Whitaker, x6286

Committee(s) of Purview : Finance/Executive

Council Deadline: July 20, 2001

Committee Meeting Dates(s): August 1, 2001

Full Council Date: August 6, 2001

CAPTION

AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE GEORGIA INSTITUTE OF TECHNOLOGY RESEARCH INSTITUTE, IN AN AMOUNT NOT TO EXCEED \$44,139.00, TO PROVIDE FIRE COMPANY OFFICER TRAINING AND EVALUTATION VIRTUAL ENVIRONMENT FOR THE ATLANTA FIRE DEPARTMENT. ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER: 1A01 524001 W34002.

BACKGROUND

Intergovernmental Agreement with Georgia Tech Research Institute to provide fire company officer training and evaluation virtual environment.

FINANCIAL IMPACT (if any)

Mayor's Staff Only

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Received by Mayor's Office:

7/19/01
(date)

Reviewed by:

JS
(initials) (date)

Submitted to Council:

ESM 7/31/01
(date)

Action by Committee:

☐ Approved ☐ Advertised ☐ Held ☐ Amended
☐ Substitute ☐ Referred ☐ Other



CITY OF ATLANTA

FIRE DEPARTMENT

BILL CAMPBELL
MAYOR

City Hall East 675 Ponce de Leon Avenue, NE Suite 2001
Atlanta, Georgia 30308-1807
(404) 853-7000 • (404) 853-7006
ICHIEFS ID - ATLFDHQ

WINSTON L. MINOR
FIRE CHIEF

MEMORANDUM

TO: Director Felicia Strong-Whitaker
Bureau of Purchasing and Real Estate

FROM: Fire Chief Winston L. Minor *WLM*

DATE: May 29, 2001

SUBJECT: GEORGIA TECH PARTNERSHIP

The Atlanta Fire Department has entered into a partnership with Georgia Tech Research Corporation for the purpose of training and evaluating fire personnel through the use of virtual reality. By utilizing the latest technology offered by Georgia Tech, the City of Atlanta will be able to pioneer state of the art training in the fire services. Due to the highly advanced and technical aspects involved in the research and development of virtual reality, Georgia Tech Research Corporation has proven to be the institute of choice.

Georgia Tech Research Corporation has a strong history of successes in the development of virtual reality training. These past projects have been utilized in the training of individuals to overcome their fear of heights as well as flying. The virtual reality environment has also proven successful in treating military personnel experiencing post-traumatic stress disorders. By combining the proven virtual reality technology of Georgia Tech with the knowledge and expertise of the Atlanta Fire Department, the end result is a cutting edge training environment.

Through this virtual reality training the Atlanta Fire Department will be able to evaluate and train personnel in "live" emergency situations. A computerized program will respond according to the action or inaction of the company officer. In essence, if the officer makes correct decisions the scenario gets better and if the decisions are inappropriate the circumstances become worse. This program will allow the fire department to identify the strengths and weaknesses of personnel and target the areas that need improvement. Theoretically, an entire company can be evaluated simultaneously as they perform their duties during a virtual reality house fire. With the data derived from the exercise, employees can be strategically placed throughout the department for optimum performance.

Director Felicia Strong-Whitaker
May 29, 2001
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As you can see not only is this training more effective, but it also provides a safer and more controlled environment as well. It is for this reason that Georgia Tech has been chosen as the sole source for the project. Due to the nature and importance of the training it only makes sense to partner with an organization that has a proven track record. We feel confident that the research scientists at Georgia Tech will be able to deliver according to the standards required for this project.

The amount submitted by Georgia Tech for completion of this project is \$44,139.00. I have attached a copy of the agreement for your review.

June 11, 2001

Chief Winston Minor
City of Atlanta Fire Department
675 Ponce de Leon Avenue, NE, Suite 2001
Atlanta, GA 30308-1807

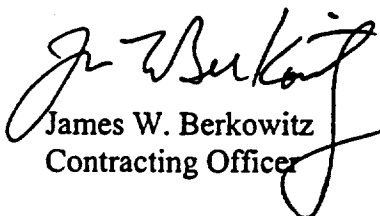
Subject: Signed Agreement Entitled, "Fire Company Officer Training and Evaluation Virtual Environment"
PROPOSAL NO: 02.300.013.01.69619

Dear Chief Minor:

Thank you for the signed Agreement referenced above. We have signed on behalf of the GEORGIA TECH RESEARCH CORPORATION, and we are returning a fully executed copy for your file.

If you have any questions or need more information, please do not hesitate to contact us. Issues relating to the technical program should be addressed with Dr. Hodges at (404)894-8787. Contractual and business matters can be referred to the undersigned at (404)894-6922 or by fax at (404)385-0864. We look forward to having a productive collaboration in this effort, and in future endeavors, as well.

Sincerely,


James W. Berkowitz
Contracting Officer

Enclosure: Signed Agreement

GEORGIA TECH RESEARCH CORPORATION

Cost Reimbursement Research Project Agreement

Research Proposal No. 02.300.013.01.69619

Research Project No. _____

THIS AGREEMENT is made by and between GEORGIA TECH RESEARCH CORPORATION, a Georgia corporation, having principal offices at Centennial Research Building, Georgia Institute of Technology, Atlanta, Georgia, 30332-0420 (hereinafter known as "GTRC") and the Atlanta City Fire Department, having a business address of 675 Ponce de Leon Avenue, NE, Suite 2001, Atlanta, Georgia 30308-1807. (hereinafter known as "Second Party").

In consideration of the mutual premises and covenants herein contained and intending to be legally bound, the parties hereto agree as follows:

Section 1. Definitions.

1.1 "Research Project" shall refer to the performance of the scope of work set forth in GTRC's Research Proposal entitled "Fire Company Officer Training and Evaluation Virtual Environment," dated August 10, 2000. The aforesaid scope of work is incorporated herein by reference as if set forth in full text.

1.2 "Staff Member" shall mean employees, independent contractors, subcontractors, consultants and student assistants of the Georgia Institute of Technology (hereinafter, "GIT"), a unit of the University System of Georgia, who shall perform the Research Project.

1.3 "GTRC Intellectual Property" shall mean individually and collectively all inventions, improvements or discoveries which are conceived or made (i) by one or more Staff Members, or (ii) jointly by one or more Staff Members and by one or more employees of Second Party in performance of Project.

Section 2. Term.

2.1 GTRC shall undertake the Research Project during the term of this Agreement which shall commence upon July 1, 2001 and shall continue for a period of eighteen months unless sooner terminated or extended in accordance with the terms hereof. *pub/vnm*

Section 3. Compensation and Expenses; Contract Cost Limitation.

3.1 GTRC will render its invoices for progress payment on or about the twentieth of each month, covering the previous month's progress, to the Second Party. The Second Party agrees to pay each invoice within fifteen days of the invoice date. Any invoice not paid within thirty days of the invoice date will be considered delinquent and subject to one and one half percent (1.5%) per month fee for each month or fraction thereof, until payment is received.

BILLING ADDRESS: Atlanta Fire Department
675 Ponce De Leon Ave., NE
Suite 2001
Atlanta, Georgia 30308-1807
ATTN: Ms. Nuda Holloway
PHONE NO. 404 853-7031
BILLING REF. NO. _____

3.2 The Second Party agrees to pay the sum of FORTY-FOUR THOUSAND ONE HUNDRED THIRTY-NINE Dollars (\$44,139.00) ("Contract Amount") for the Research Project. Payments are to be made to:

Georgia Tech Research Corporation,
P. O. Box 100117
Atlanta, Georgia 30384.

3.3 GTRC reserves the right to discontinue the Research Project if Second Party fails to pay any GTRC invoice within the time herein specified. GTRC shall not be obligated to incur costs in excess of the Contract Cost Limitation.

Section 4. Reports.

4.1 GTRC agrees to render to **Second Party** a final report summarizing the results of the Research Project.

Section 5. Publicity.

5.1 Each party agrees not to authorize or commission the publication of any promotional materials containing any reference to the other party without the prior written approval of the other party, provided, GTRC and GIT may include **Second Party's** name and Research Project title in published listings of research sponsors. The provisions of this Section 5 shall survive termination of this Agreement.

Section 6. Publication.

6.1 GTRC and GIT may catalog and place reports of the Research Project in the GIT Library. Further, GTRC and GIT may issue publications based on the Research Project and use the research results in their research and education programs.

Section 7. Intellectual Property.

7.1 Title to all intellectual property including, without limitation, any inventions and discoveries conceived, all computer software, works, material and data developed in the course of performance of the Research Project, whether or not protectable by patent, trade secret or copyright developed by one or more Staff Members alone or jointly with one or more employees of **Second Party**, shall reside in GTRC.

7.2 GTRC hereby grants to **Second Party** a right of first refusal to license, with the right to sublicense, any intellectual property developed pursuant to this agreement and which may subsequently be protected as trade secrets or under patent applications filed by GTRC and any patents granted on such applications, subject to any existing rights of third parties. Any such license shall be negotiated in good faith by GTRC and **Second Party**. The period of **Second Party's** right of first refusal shall commence upon the date of this Agreement and terminate six (6) months after termination of the Project.

7.3 GTRC hereby grants to **Second Party** a non-exclusive, royalty-free license for internal use only and with no right of sublicense to all computer software in object code form, which is (i) originally created by Staff Members in performance of the Research Project; and (ii) is directed specifically to and are necessary for accomplishing the Research Project, along with all associated documentation.

Section 8. Title of Equipment.

8.1 GTRC retains title to all equipment purchased in support of this Research Project.

Section 9. Disclaimer.

9.1 GTRC AND GIT DISCLAIM ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH RESPECT TO THE SERVICES TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, AND THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Section 10. Limitation of Liability.

10.1 The cumulative liability of GTRC to **Second Party** for all claims, demands or actions arising out of or relating to this Agreement, the services to be performed hereunder and any deliverables resulting therefrom, shall not exceed the total amount paid to GTRC hereunder during the twelve months immediately preceding such claim, demand or action. Without limiting the foregoing, in no event shall GTRC be liable for any business expense, machine down time, loss of profits, any incidental, special, exemplary or consequential damages, or any claims or demands brought against **Second Party** or **Second Party's** customers, even if GTRC has been advised of the possibility of such claims or demands. The foregoing limitations of liability, damages and claims are intended to survive termination of this Agreement and apply without regard to any other provisions of this Agreement which have been breached or proven ineffective.

Section 11. Termination.

11.1 **Second Party** may terminate this Agreement for any reason upon thirty (30) days written notice to GTRC.

11.2 GTRC may terminate this Agreement upon thirty (30) days prior written notice in the event of a material breach by **Second Party** of any term or provision hereof, provided such breach remains uncured at the end of said thirty (30) day period. Such notice of a breach shall include a reasonable description of the facts surrounding the alleged breach and a proposed course of action to cure said breach.

11.3 **Second Party** shall pay GTRC any costs which have accrued or been encumbered up to the actual date of termination under this Section 11 and shall not be relieved of the obligation to pay such costs because of termination under this Section 11.

Section 12. Miscellaneous.

12.1 All notices and other communication required or permitted to be given under this Agreement and will be effective five (5) days following deposit in the United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below unless by such notice a different person or address shall have been designated.

To GTRC for administrative matters:

To Second Party for administrative matters:

Georgia Tech Research Corporation
Office of Contract Administration
Georgia Institute of Technology
Atlanta, Georgia 30332-0420
Attn: Mr. James W. Berkowitz

To GTRC for technical matters:

To Second Party for technical matters:

Georgia Tech Research Corporation
Georgia Institute of Technology
Atlanta, Georgia 30332-0280
Attn: Dr. Larry F. Hodges

12.2 The parties to this Agreement are and shall remain independent contractors and nothing herein shall be construed to create a partnership, agency or joint venture between the parties. Each party shall be responsible for wages, hours and conditions of employment of its personnel during the term of, and under, this Agreement.

12.3 All questions concerning the validity, operation, interpretation and construction of this Agreement will be governed by and determined in accordance with the laws of the State of Georgia.

12.4 No waiver by either party of any breach of any provision hereof shall constitute a waiver of any other breach of that provision or any other provision hereof.

12.5 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them; and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein. This Agreement may not be modified or altered except in writing by an instrument duly executed by authorized officers of both parties. Provided, however, that no provision appearing in any standard form document originated by Second Party, including but not limited to any purchase order or confirmation order, shall be applicable, even if signed by both parties, unless the parties also execute a separate instrument expressly modifying this agreement to include such provision as set forth above. No other terms and conditions, oral or written, be they consistent, inconsistent, or additional to those contained herein, shall be binding upon the parties, unless and until such terms and conditions shall have been specifically accepted in writing by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers the day and year set forth below.

GEORGIA TECH RESEARCH CORPORATION

CITY OF ATLANTA FIRE DEPARTMENT

By: [Signature]
Typed Name: James W. Berkowitz
Title: Asst. to General Manager
Date: 11 June 2001

By: [Signature]
Typed Name: Winston L. Minor
Title: Fire Chief
Date: May 29, 2001

By: [Signature]
Typed Name: James W. Berkowitz
Title: Asst. to General Manager
Date: 6/27/01